

07-09-2003



Form PT-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDING NUMBER: 102491905
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

infoUSA Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other Delaware

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: June 24, 2003

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal _____

Address: _____

Street Address: 231 South LaSalle Street

City: Chicago State: IL Zip: 60697

☐ Individual(s) citizenship _____

☒ Association _____

☐ General Partnership _____

☐ Limited Partnership _____

☐ Corporation-State _____

☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/240,738 76/172,367
76/240,710 76/501,000
76/299,829

B. Trademark Registration No.(s)

2,720,544

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jennifer Mikulina

Internal Address: McDermott, Will & Emery

Suite 4400

Street Address: 227 West Monroe Street

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: _____

6

7. Total fee (37 CFR 3.41).....\$ 165.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

13-0206

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jennifer Mikulina

Name of Person Signing

Jennifer Mikulina

Signature

July 2, 2003

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

07/08/2003 GTOM11 00000181 130206 76240738

01 FO:8521 40.00 DA
 02 FO:8522 125.00 DA

TRADEMARK
REEL: 002774 FRAME: 0014

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, *infoUSA Inc.*, a Delaware corporation (the "Grantor") with principal offices at 5711 South 86th Circle, Omaha, NE 68127, hereby grants to Bank of America, N.A., as Collateral Agent, with principal offices at 231 South LaSalle Street, Chicago, Illinois 60697 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents and patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same and all damages awarded therefrom.

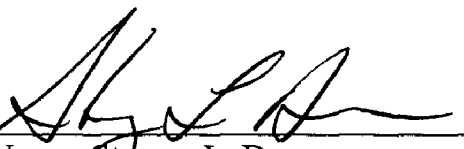
THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 6, 2002, and amended and restated as of May 27, 2003 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

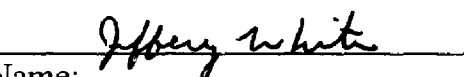
* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
24th day of June, 2003.

infoUSA INC., Grantor

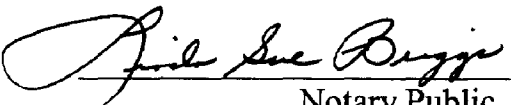
By 
Name: Stormy L. Dean
Title: Chief Financial Officer

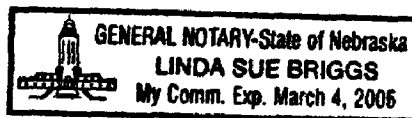
BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By 
Name:
Title: Jeffery White
Assistant Vice President

STATE OF NEBRASKA)
) ss.:
COUNTY OF Douglas)

On this 24 day of June, 2003, before me personally came Stormy L. Dean, who being duly sworn, did depose and say that he is Chief Financial Officer of *infoUSA Inc.*, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public



STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 26th day of June, 2003, before me personally came _____
Jeffery White who, being by me duly sworn, did state as follows: that [s]he is
Assistant Vice President of Bank of America, N.A. that [s]he is authorized to execute the foregoing
Grant on behalf of said _____ and that [s]he did so by authority of the Board of Directors
of said _____.

Maria Paggao
Notary Public



| <u>PENDING MARK</u> | <u>SERIAL NUMBER</u> | <u>FILING DATE</u> |
|----------------------------|-----------------------------|---------------------------|
| E-Shareforce | 76/240,738 | 4/13/01 |
| Infocall & Design | 76/267,203 | 6/5/01 |
| Inforesponse | 76/240,710 | 4/13/01 |
| LibraryUSA.com | 76/299,829 | 8/15/01 |
| Sales Genie & Design | 76/172,367 | 11/28/00 |
| Snail Mail & Design | 76/501,000 | 3/25/03 |

PATENT

PATENT NO.

ISSUE DATE

Not Applicable.